

getting back their application money. The plaintiffs, finding that if this were carried out, the defendant company would not have funds for paying the moneys agreed to be paid to the plaintiffs, brought the present action, claiming an injunction to restrain the company from paying back any of the application money, or giving the allottees power to refuse the allotments. Buckley, J., however, held that the company was only doing what in the circumstances they were bound to do, having regard to the terms of the prospectus, and he dismissed the action.

DISTRESS—LEASE—UNDER-LEASE EXCEEDING ORIGINAL TERM—
REVERSIONARY LEASE—INTERESSE TERMINI—4 GEO. II., c. 28,
s. 5—(R.S.O. c. 342, s. 1).

Lewis v. Baker (1905) 1 Ch. 46 involves a question of real property law. The action was brought to recover damages for a wrongful distress. The defendant Baker in 1902 was an assignee of an unexpired term which would expire on July 6, 1904. He had obtained, in May, 1902, an agreement with the reversioner to grant a reversionary lease for 73 years from July 6, 1904. In October, 1903, the defendant agreed to let the premises to one Haddon for 21 years from September 29, 1903, for £300 per annum. This rent being in default the defendant distrained the plaintiff's property, he being an occupant of part of the premises. The plaintiff claimed that the defendant, Baker, had no right of distress because he had no reversion. Baker endeavoured without success to support the distress under 4 Geo. II. c. 28, s. 5 (R.S.O. c. 342, s. 1). Eady, J., however, agreed with the plaintiff's contention, that the fact of Baker having granted the lease for a longer term than the original lease, amounted to an assignment of that term; and that under the agreement for the lease for the 73 years he had only an *interesse termini* until he entered into possession under that lease when granted, and that at present, having thus no reversion, he had no right of distress, and he accordingly gave judgment for the plaintiff.

WILL—LEGACY—REPAIR OF BURIAL GROUNDS—RESTRICTION TO
MEMBERS OF A PARTICULAR SECT—ADVANCEMENT OF RELIGION.

In re Mauser, Attorney-General v. Lucas (1905) 1 Ch. 68 a testator had bequeathed a legacy of £1,000 for the purpose of keeping in good order a burial ground of the Society of Friends, and the question was whether this was a good charitable bequest, though its benefits were restricted to the members of a particular society. Warrington, J., considered that it was to be deemed a gift for the advancement of religion, and therefore a good charitable bequest.